

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5**

IN THE MATTER OF:	)	Docket No. <b>CAA-05- 2002 -0 00 8</b>
	)	
Ohio Screw Products, Inc.	)	Proceeding to Assess an
Elyria, Ohio,	)	Administrative Penalty
	)	under Section 113(d) of the
	)	Clean Air Act,
Respondent.	)	42 U.S.C. § 7413(d)
_____	)	

**Consent Agreement and Final Order**

1. Complainant, the Director of the Air and Radiation Division, United States Environmental Protection Agency, Region 5 (U.S. EPA), brought this administrative action seeking a civil penalty under Section 113(d) of the Clean Air Act (the Act), 42 U.S.C. § 7413(d) pursuant to the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination of Permits at 40 C.F.R. Part 22.

2. U.S. EPA filed the complaint in this action against Respondent Ohio Screw Products, Inc. (Ohio Screw Products) on the same date that this Consent Agreement and Final Order (CAFO) resolving this action was filed. The complaint alleges that Ohio Screw Products violated the National Emission Standards for Hazardous Air Pollutants (NESHAP) for Halogenated Solvent Cleaning, 40 C.F.R. Part 63, Subpart T at its facility in Elyria, Ohio by:

- a. Failing to timely submit an initial notification for its existing solvent cleaning machine pursuant to 40 C.F.R. § 63.468(a);
- b. Failing to timely submit an initial statement of compliance for the above mentioned machine pursuant to 40 C.F.R. § 63.468(d);
- c. Failing to submit all annual reports for the above mentioned machine pursuant to 40 C.F.R. § 63.468(f);
- d. Failing to submit all exceedance reports for the above mentioned machine pursuant to 40 C.F.R. § 63.468(h);
- e. Failing to ensure that chilled air blanket temperature in the freeboard refrigeration device is no greater than 30 percent of the solvent's boiling point for the above mentioned machine pursuant to 40 C.F.R. § 63.463(e)(2)(i);
- f. Failing to measure and record the temperature of the freeboard refrigeration device on a weekly basis pursuant to 40 C.F.R. § 63.466(a)(1); and
- g. Failing to measure and record the room draft compliance pursuant to 40 C.F.R. § 466(d).

3. The complaint is incorporated fully herein by reference.

**Stipulations**

4. Ohio Screw Products admits the jurisdictional allegations in the complaint and neither admits nor denies the factual allegations in the complaint.

5. Ohio Screw Products waives its right to contest the allegations in the complaint, and waives its right to appeal under Section 113(d) of the Act, 42 U.S.C. § 7413(d).

6. Ohio Screw Products certifies that it is complying fully with 40 C.F.R. Part 63, Subpart T.

7. The parties consent to the terms of this consent agreement and final order (CAFO).

8. The parties agree that settling this action without further litigation, upon the terms in this CAFO, is in the public interest.

**Civil Penalty**

9. In consideration of Respondent's agreement to perform a supplemental environmental project, good faith efforts to comply, and cooperation in addressing the alleged violations in the Complainant, U.S. EPA agrees to mitigate the proposed cash penalty in the complaint of \$81,912 to \$20,000.

10. Ohio Screw Products shall pay the \$20,000 civil penalty by cashier's or certified check(s) payable to the "Treasurer, United States of America," in accordance with the following payment schedule:

- a. \$5,000.00 within 30 days after the effective date of this CAFO;
- b. \$5,000.00 within 180 days after the effective date of this CAFO;
- c. \$5,000.00 within 360 days after the effective date of this CAFO; and
- d. \$5,000.00 within 540 days after the effective date of this CAFO.

11. Ohio Screw Products shall send the check to:

U.S. Environmental Protection Agency  
Region 5  
P.O. Box 70753  
Chicago, Illinois 60673

12. A transmittal letter, stating Respondent's name, complete address, the case docket number, and the billing document number must accompany the payment. Respondent must write the case docket number and the billing document number on the face of the check. Respondent must send copies of the check and transmittal letter to:

Attn: Regional Hearing Clerk, (R-19J)  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, Illinois 60604-3590

Attn: Compliance Tracker, (AE-17J)  
Air Enforcement and Compliance Assurance Branch  
Air and Radiation Division  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, Illinois 60604-3590

David Mucha, (C-14J)  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, Illinois 60604-3509

13. This civil penalty is not deductible for federal tax purposes.

14. If Ohio Screw Products does not pay timely the civil penalty, or any stipulated penalties due, U.S. EPA may bring an action to collect the entire remaining balance of the penalty with interest, handling charges, nonpayment penalties and the United States' enforcement expenses for the collection action

under Section 113(d)(5) of the Act, 42 U.S.C. § 7413(d)(5). The validity, amount and appropriateness of the civil penalty are not reviewable in a collection action.

15. Interest will accrue on any overdue amount from the date payment was due at a rate established under 26 U.S.C. § 6621(a)(2). Ohio Screw Products will pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. Ohio Screw Products will pay a quarterly nonpayment penalty each quarter during which the assessed penalty is overdue according to Section 113(d)(5) of the Act, 42 U.S.C. § 7413(d)(5). This nonpayment penalty will be 10 percent of the aggregate amount of the outstanding penalties and nonpayment penalties accrued from the beginning of the quarter.

#### **Supplemental Environmental Project**

16. Ohio Screw Products shall complete a supplemental environmental project (SEP) that will protect the environment and public health by removing the existing batch vapor halogenated solvent cleaner which uses trichloroethylene and replacing it with an aqueous or other environmentally improved cleaning system(s) that achieves at least a 50 percent reduction in emissions of trichloroethylene or other halogenated solvent subject to the provisions of 40 C.F.R. Part 63, Subpart T, from current potential to emit (hereinafter "improved cleaning system").

17. At its Elyria facility, Ohio Screw Products shall complete the SEP as required by the Scope/Schedule of work in Exhibit A.

18. Ohio Screw Products may elect to abort completion of the SEP project within 180 days from the date of this CAFO if it determines that completion of the project is not feasible, provided that Ohio Screw Products provides prior written notice of this election to U.S. EPA and provides documentation any costs incurred to that date for research and development of the SEP. After such election, upon demand by U.S. EPA, Ohio Screw Products shall pay the entire civil penalty proposed in the complaint of \$81,912 (less any penalties already paid pursuant to this CAFO and less any research and development costs incurred consistent with this CAFO) in accordance with the penalty payment terms in this CAFO on the following schedule:

- a. One third within 210 days from the date of the CAFO;
- b. One third within 360 days from date of the CAFO; and
- c. One third within 540 days from the date of the CAFO.

19. Ohio Screw Products shall spend at least \$80,000 to complete this SEP. This expenditure may include costs for investigating, evaluating, and selecting an improved cleaning system; purchasing, installing, operating and maintaining the improved cleaning system; removal and disposal of the existing cleaner; as well as costs to establish operating procedures,

develop process descriptions, provide training, and operate the SEP project and other costs consistent with the terms of the "EPA Supplemental Environmental Projects Policy" (May 1, 1998).

20. If Ohio Screw Product fails to expend \$80,000 to complete the SEP, within 30 days of demand by U.S. EPA, Ohio Screw Products shall pay as a civil penalty, pursuant to the penalty payment provisions of the this CAFO, the difference between the \$81,912 civil penalty proposed in the complaint (less any penalties already paid pursuant to this CAFO) and the itemized amount documented in the SEP completion report and allowable under the terms of this CAFO and the terms of the "EPA Supplemental Environmental Projects Policy" (May 1, 1998).

21. Ohio Screw Products certifies that it is not required to perform or develop the SEP by any law, regulation, grant, order, or agreement, or as injunctive relief as of the date it signs this CAFO. Ohio Screw Products further certifies that it has not received, and is not negotiating to receive, credit for the SEP in any other enforcement action.

22. U.S. EPA may inspect the facility at any time to monitor Ohio Screw Products' compliance with this CAFO's SEP requirements.

23. Ohio Screw Products shall maintain copies of the underlying research and data for all reports submitted to U.S. EPA according to this CAFO. Ohio Screw Products must provide the

documentation of any underlying research and data to U.S. EPA within seven days of U.S. EPA's request for the information.

24. Ohio Screw Products shall submit the reports required by the Scope/Schedule of work to U.S. EPA according to the schedule in Exhibit A.

25. Ohio Screw Products shall submit all notices and reports required by this CAFO by first class mail to:

Attn: Compliance Tracker (AE-17J)  
Air Enforcement and Compliance Assurance Branch  
Air and Radiation Division  
U.S. Environmental Protection Agency, Region 5  
77 West Jackson Blvd.  
Chicago, Illinois 60604-3590

26. In each report that Ohio Screw Products submits as provided by this CAFO, it must certify that the report is true and complete by including the following statement signed by one of its officers:

I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, the information is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

27. If Ohio Screw Products violates any requirement of this CAFO relating to the SEP, Ohio Screw Products must pay the entire civil penalty proposed in the complaint of \$81,912, upon demand by U.S. EPA, less any penalties already paid pursuant to this CAFO.



28. Any public statement that Ohio Screw Products makes referring to the SEP must include the following language, "Ohio Screw Products, Inc. undertook this project under the settlement of the United States Environmental Protection Agency's enforcement action against Ohio Screw Products, Inc. for violations of the National Emission Standards for Hazardous Air Pollutants, 40 C.F.R. Part 63."

29. If an event occurs which causes or may cause a delay in completing the SEP as required by this CAFO:

a. Ohio Screw Products must notify U.S. EPA in writing within 10 days after learning of an event which caused or may cause a delay in completing the SEP. The notice must describe the anticipated length of the delay, its cause(s), Ohio Screw Products' past and proposed actions to prevent or minimize the delay, and a schedule to carry out those actions. Ohio Screw Products must take all reasonable actions to avoid or minimize any delay. If Ohio Screw Products fails to notify U.S. EPA according to this paragraph, Ohio Screw Products will not receive an extension of time to complete the SEP.

b. If the parties agree that circumstances beyond the control of Ohio Screw Products caused or may cause a delay in completing the SEP, the parties will stipulate to an extension of time no longer than the period of delay.

c. If U.S. EPA does not agree that circumstances beyond the control of Ohio Screw Products caused or may cause a delay in completing the SEP, U.S. EPA will notify Ohio Screw Products in writing of its decision and any delays in completing the SEP will not be excused.

d. Ohio Screw Products has the burden of proving that circumstances beyond its control caused or may cause a delay in completing the SEP. Increased costs for completing the SEP will not be a basis for an extension

of time under subparagraph b, above. Delay in achieving an interim step will not necessarily justify or excuse delay in achieving subsequent steps.

### General Provisions

30. This CAFO settles U.S. EPA's claims for civil penalties for the violations alleged in the complaint.

31. Nothing in this CAFO restricts U.S. EPA's authority to seek Ohio Screw Products' compliance with the Act and other applicable laws and regulations.

32. This CAFO does not affect Ohio Screw Products' responsibility to comply with the Act and other applicable federal, state and local laws, and regulations.

33. This CAFO constitutes an "enforcement response" as that term is used in "U.S. EPA's Clean Air Act Stationary Source Civil Penalty Policy" to determine Ohio Screw Products' "full compliance history" under Section 113(e) of the Act, 42 U.S.C. § 7413(e).

34. The terms of this CAFO bind Ohio Screw Products, and its successors, and assigns.

35. Each person signing this consent agreement certifies that he or she has the authority to sign this consent agreement for the party whom he or she represents and to bind that party to its terms.

36. Each party agrees to bear its own costs and fees in this action.

Date: 5/14/02

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CONSENT AGREEMENT AND FINAL ORDER

Ohio Screw Products, Inc.

Docket No.

~~CAA-08-~~ 2002-0008

Ohio Screw Products, Inc., Respondent

Date: 4/26/02

By: Daniel R Imbrogno  
Dan Imbrogno, President  
Ohio Screw Products, Inc.

CERTIFICATE OF SERVICE

I, Loretta Shaffer, certify that I hand delivered the original of the Administrative Complaint and CAFO, docket number **CAA-05- 2002-0008** to the Regional Hearing Clerk, Region 5, United States Environmental Protection Agency, and that I mailed correct copies of the Administrative Complaint, CAFO, and copies of the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders and the Revocation, Termination or Suspension of Permits" at 40 C.F.R. Part 22, and copies of the penalty policy described in the Administrative Complaint by certified mail, return receipt requested, to Ohio Screw Products and Ohio Screw Products' Counsel by placing them in the custody of the United States Postal Service addressed as follows:

Dan Imbrogno, President  
Ohio Screw Products, Inc.  
818 Lowell Street  
Elyria, Ohio 44036

Marsha L. Collett  
Wickens Herzer Panza Cook & Batista  
1144 West Erie Avenue  
P.O. Box 840  
Lorain, Ohio 44052

on the 30<sup>th</sup> day of May, 2002.

Loretta Shaffer  
Loretta Shaffer  
AECAS (MN/OH)

CERTIFIED MAIL RECEIPT NUMBER: 7099 3400 0000 9586 7564